REMARKS

In the pending Office Action, the Examiner objected to claims 1 and 23 due to

informalities. The Examiner rejected claims 1, 8, 10, 22-23, 26-31, and 33-36 under 35

U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description

requirement. The Examiner rejected claim 18 under 35 U.S.C. § 112, second

paragraph as allegedly being indefinite. The Examiner also rejected claims 1-36 under

35 U.S.C. § 103(a) as unpatentable over *Schneier et al*, U.S. Patent No. 5,871,398

("*Schneier*"), in view of *Yacenda*, U.S. Patent Application Publication No. 2001/0003100

("*Yacenda*"), and *Enzminger et al.*, U.S. Patent No. 6,358,151 ("*Enzminger*").

By this Amendment, Applicants have cancelled claims 8-21, 23-28, 30, 34, and

36, without prejudice or disclaimer. Applicants have amended claims 1-7, 22, 29, 31,

33, and 35 to clarify the claim recitations. Claims 1-7, 22, 29, 31-33, and 35 are

currently pending.

Objections to Claims 1 and 23

The Examiner objected to claims 1 and 23 due to informalities. Applicants have

amended claim 1 to correct the informalities identified by the Examiner, and cancelled

claim 23, rendering the objection moot. Therefore, Applicants respectfully request the

withdrawal of the objections to these claims.

Section 112, First Paragraph Rejections

Claims 1, 8, 10, 22-23, 26-31, and 33-36 were rejected under 35 U.S.C. § 112,

first paragraph, as allegedly failing to comply with the written description requirement.

The Examiner asserts that "the limitations 'before the game play begin[s],', 'during the

game play', [and] 'without the game play', set forth in claims 1, 8, 10, 22-23, 26-31,

[and] 33-36 contain new matter." (Office Action, p. 3).

Claim 1 recites, among other things, "receiving, at a server, a purchase request

for at least one wager from a patron at a first client terminal before a game play has

begun," "determining, at the server, results of the at least one wager before the game

play has begun," "storing, at the server, the results of the at least one wager in a

database before the game play has begun," and "adjusting, at the server, an account of

the patron based on the results of the at least one wager before the game play has

begun." Applicants assume the Examiner refers to all of these recitations as

constituting new matter. However, Applicants respectfully direct the Examiner to the

original disclosure, which states:

> "[T]he patron may use an input device at the client terminal to enter a
> request to purchase at least one wager. . . . The term wager, as used in
> this application, refers to playing one game (e.g., one pull on a slot
> machine type game) . . . . After the server receives the request, it debits
> the account balance corresponding to the patron's account based on the
> request. . . . Then, the server immediately determines the result of each
> wager . . . and stores the result . . . . *Once the results of the wagers have
> been determined and stored* by the server on-site, the patron may use an
> off-site client terminal, such as a computer located at the patron's home,
> to reveal the results of the wagers." (Specification, p. 8, ll. 6-20)
> (emphasis added). "Reveal component 404 may comprise a software
> application *running electronic games* . . . [a] patron may use the reveal
> component 404 to reveal the results of *previously purchased* wagers." (*Id.*,
> p. 18, ll. 9-11) (emphasis added).

Applicants submit that these statements, in addition to the general discussion beginning

at page 25, line 10, provide a sufficient basis under 35 U.S.C. § 112, first paragraph for

the subject matter of claim 1. Claims 22, 29, 31, and 33-35, although different in scope

from claim 1 and from each other, recite similar subject matter. For these reasons,

claims 1, 22, 29, 31, 33, and 35 meet the requirements of 35 U.S.C. § 112, first

paragraph, and Applicants respectfully request that the Examiner withdraw the 35

U.S.C. § 112, first paragraph rejections of these claims.

The Examiner also objected to "during the game play" as new matter. Claim 1

recites "receiving, at a server, from a second client terminal during the game play, a

request to reveal the results of the at least one wager," and "sending, from the server,

the results of the at least one wager to the second client terminal during the game play."

Applicants respectfully direct the Examiner to the original disclosure, which states:

> "[The] client terminal sends a request to server 108 for the result of the
> first unrevealed wager. . . . The server retrieves the result of the first
> unrevealed wager . . . and sends the result to the reveal component. . . .
> Depending on the result, the reveal component 404 may display a
> particular graphical user interface indicating a win or a loss and an
> updated account balance . . . . For example, if the result of a wager was a
> win in the amount of $1 and the patron *is playing* a 'spinning fruit' game,
> the reveal component 404 may display the graphical user interface (e.g.,
> three apples) that indicates a win amount of $1." (*Specification*, p. 35, ll.
> 10-20).

Applicants submit that this statement, in addition to Fig. 8, and the general discussion

beginning at page 25, line 10, provides a sufficient basis under 35 U.S.C. § 112, first

paragraph for the subject matter of claim 1. Claims 22, 29, 31, 33, and 35, although

different in scope from claim 1 and from each other, recite similar subject matter. For

these reasons, claims 1, 22, 29, 31, 33, and 35 meet the requirements of 35 U.S.C.

§ 112, first paragraph, and Applicants respectfully request that the Examiner withdraw

the 35 U.S.C. § 112, first paragraph rejections of these claims.

The Examiner also objected to "without the game play" as containing new matter. Applicants submit that the original disclosure provides a sufficient basis under 35 U.S.C. § 112, first paragraph for this subject matter. Nevertheless, to advance prosecution, Applicants have cancelled claim 8, as well as claims 10, 23, and 36, which, although different in scope, recite similar subject matter.

Section 112, Second Paragraph Rejections

Claim 18 was rejected under 35 U.S.C. §112, second paragraph, as indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. By this Amendment, Applicants have cancelled claim 18, rendering the rejection moot.

Section 103(a) Rejections

Applicants respectfully traverse the rejection of claims 1-36 under 35 U.S.C. §103 as being obvious from *Schneier* in view of *Yacenda* and *Enzminger*. A *prima facie* case of obviousness has not been established.

"To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20

USPQ2d 1438 (Fed. Cir. 1991)." M.P.E.P. § 2142, 8th Ed., Rev. 2 (May 2004), p. 2100-128.

A *prima facie* case of obviousness has not been established because, among other things, neither *Schneier, Yacenda,* nor *Enzminger,* nor their combination, teaches or suggests each and every feature of Applicants' claims.

Claim 1 calls for a combination including, for example, "receiving, at the server, from a second client terminal during the game play, a request to reveal the results of the at least one wager." As the Examiner noted, "*Schneier* does not explicitly disclose adjusting an account of the player based on the results of the game before the play has begun, receiving a request from a second terminal to reveal the results of the game and sending the results to the second terminal." (*Office Action,* p. 4).

The Examiner cited *Yacenda* as teaching "updating the player accounts responsive to the requests for a game and winning results based on the outcomes predetermined before the game has begun." (*Office Action,* p. 4). Even assuming the Examiner's characterization of *Yacenda* is correct, *Yacenda* fails to cure the deficiencies of *Schneier.* That is, *Yacenda,* alone or in combination with Schneier, also fails to teach or suggest "receiving, at the server, from a second client terminal during the game play, a request to reveal the results of the at least one wager," as recited in claim 1. Instead, *Yacenda* teaches receiving a "request to purchase a ticket." (*Yacenda,* ¶ 070). In *Yacenda,* a digital image of a ticket with a predetermined result is sent and reproduced at player terminals, "as each request to purchase a ticket is received." (*Yacenda,* ¶ 070). The ticket has a "predetermined result thereon which is

obscured from player view." (*Yacenda*, ¶ 070). A player "uses a cursor to indicate regions [of the ticket] to be revealed." (*Yacenda*, ¶ 070). Thus, because the digital image of the ticket containing the result is sent and reproduced at the player's terminal "as each request to purchase a ticket is received," there would be no reason in the system of *Yacenda* for "receiving, at the server, from a second client terminal during the game play, a request to reveal the results of the at least one wager," as recited in claim 1.

The Examiner cited *Enzminger* as a teaching of "sending the results of the game to players according to the players' requests." *Id.* Even assuming the Examiner's characterization of *Enzminger* is correct, *Enzminger* fails to cure the deficiencies of *Schneier* and *Yacenda*, discussed above. That is, *Enzminger* also fails to teach or suggest "receiving, at the server, from a second client terminal during the game play, a request to reveal the results of the at least one wager," as recited in claim 1. Instead, *Enzminger* merely teaches "receiving *game play* requests from the player terminals." (*Enzminger*, col. 2, ll. 46-53) (emphasis added).

Enzminger discloses a central processing system for receiving a game play request from a player terminal, and "in response to each game play request," providing "a record identifier" to a player terminal. (*Enzminger*, col. 2, ll. 45-49; col. 8, ll. 65-67.) The "only information communicated to a player terminal in response to a game play request is the record identifier." (*Enzminger*, col. 2, ll. 63-65). The player terminal receives the record identifier, and uses the record identifier to access a stored game record, in order to read a "result index value." (*Enzminger,* col. 9, ll. 23-40; col. 10, ll. 47-

50). The result index value is associated with a "result type," such as a "pair of jacks," and the result types are stored at the player terminal. (*Enzminger*, col. 7, ll. 28-36). Because the result types are stored at the player terminal, the server in *Enzminger* has no need for "receiving, at the server, from a second client terminal *during the game play*, a request to reveal the results of the at least one wager," as recited in claim 1. (emphasis added). Thus, the amount of information sent to a player terminal in response to a game play request in *Enzminger* "is minimized by using record identifiers to identify or point to game play records *already stored at the player terminal.* This helps ensure that *network communications do not interfere with the play of the game.*" (*Enzminger,* col. 3, ll. 1-6) (emphasis added).

Thus, *Enzminger,* whether take alone or in combination with *Schneier* or *Enzminger,* fails to teach or suggest at least "receiving, at the server, from a second client terminal during the game play, a request to reveal the results of the at least one wager," as recited in claim 1.

The cited references, taken either alone or in any reasonable combination, thus fail to teach or suggest all the limitations of claim 1. For at least this reason, *Schneier, Yacenda,* and *Enzminger,* individually or in combination, therefore fail to support a *prima facie* case of obviousness. The rejection of claim 1, and dependent claims 2-7, under 35 U.S.C. §103 as being obvious from *Schneier,* and *Yacenda,* and further in view of *Enzminger,* is thus improper and should be withdrawn. Independent claims 22, 29, 31, 33, and 35, although different in scope from claim 1 and from each other, contain similar recitations to those discussed above. Therefore, the rejections of claims

22, 29, 31, 33, and 35, and dependent claim 32 under 35 U.S.C. §103 as being obvious from *Schneier* and *Yacenda*, and further in view of *Enzminger*, is thus improper and should be withdrawn.
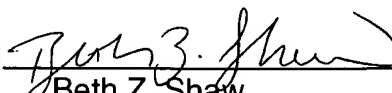
In view of the foregoing remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims. The preceding arguments are based only on the arguments in the most recent Office Action, and therefore do not address patentable aspects of the invention that were not addressed by the Examiner in the Office Action. The claims may include other elements that are not shown, taught, or suggested by the cited art. Accordingly, the preceding argument in favor of patentability is advanced without prejudice to other bases of patentability. Furthermore, the Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: November 22, 2005

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